

## A RESOLUTION

NO. 08-R-\_\_\_\_\_

BY FINANCE EXECUTIVE  
COMMITTEE

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ATLANTA PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE PURPOSE OF LEASING THE PUBLIC SAFETY FACILITY ANNEX; AUTHORIZING THE NEGOTIATION, EXECUTION, DELIVERY AND PERFORMANCE OF A CONSTRUCTION SERVICES AGREEMENT OR SIMILAR AGREEMENT BETWEEN THE CITY AND THE AUTHORITY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Atlanta Public Safety and Judicial Facilities Authority (the "Authority") has been created and is validly existing as a public body corporate and politic of the State of Georgia and a public corporation pursuant to the provisions of the War on Terrorism Local Assistance Act, O.C.G.A. §§ 36-75-1, et seq., as amended (the "Act") and a resolution adopted by the City Council of the City of Atlanta (the "City") on November 7, 2005 and approved by the Mayor of the City (the "Mayor") on November 14, 2005; and

**WHEREAS**, the Authority has the power under the Act, among other things, to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or of any part in common with others, a project or projects within the political subdivision in which the Authority is activated and within other political subdivisions, and to pay all or part of the cost of any such project or projects from the proceeds of revenue bonds of the Authority or from any contribution or loans by persons, firms, or corporations or any other contribution, all of which the Authority is authorized to receive, accept, and use, and the Authority has the power further to borrow money and issue its revenue bonds and bond anticipation notes from time to time and to use the proceeds thereof for the purpose of paying all or part of the cost of any project, including the cost of extending, adding to, or improving such project; and

**WHEREAS**, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia of 1983 authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding 50 years, with another county, municipality or political subdivision for services or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

**WHEREAS**, the Authority proposes to finance the acquisition, construction, improvement and equipping of a public safety facility annex (the "Project") to be located within the City; and

**WHEREAS**, the Authority's commitment to undertake the Project and to finance the initial costs relating thereto is expected to be approved pursuant to a resolution to be adopted by the Authority on or about March \_\_, 2008 (the "Authority Resolution"); and

**WHEREAS**, the Authority expects to finance the initial cost of the Project pursuant to a loan to the Authority made by Wachovia Bank, National Association, in an amount not to exceed \$\_\_\_\_\_ (the "Authority Agreement") upon terms and provisions as set forth in the Authority Resolution; and

**WHEREAS**, the Authority and the City propose to enter into an Intergovernmental Agreement, dated as of March 1, 2008 (the " Agreement"), pursuant to which the Authority will agree, among other things, to cause the acquisition, construction, improvement and equipping of the Project and the City will agree, among other things, to pay the Authority rental amounts sufficient to pay debt service on the Authority Loan and to levy an ad valorem property tax on all property in the City subject to such tax, all in the manner herein provided; and

**WHEREAS**, it is proposed that the City should authorize the execution, delivery and performance of a Construction Services Agreement or similar agreement to be dated as of March 1, 2008 (the "Construction Services Agreement") between the City and the Authority.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA** resolve as follows:

Section 1. Acknowledgment and Approval of Authority Resolution. The City Council of the City hereby acknowledges that it has received a copy of the Authority Resolution and hereby approves the terms and provisions thereof; provided that the material terms thereof remain consistent with those contained in the form of the Authority Resolution attached hereto as Exhibit A.

Section 2. Execution of Agreement. The negotiation, execution, delivery and performance of the Agreement, in substantially the form attached hereto as Exhibit B is hereby authorized and approved, provided that the sum of the scheduled annual rental payments set forth in Exhibit B to the Agreement shall not exceed \$\_\_\_\_\_ in any year **[and the aggregate amount of all such scheduled annual rental payments shall not exceed \$\_\_\_\_\_]**. Provided that the annual rental payments set forth on Exhibit B to the Agreement fall within the parameters established by this Resolution, the Mayor is hereby authorized to execute and deliver the Agreement and the City Clerk shall attest and imprint the seal of the City thereon. The Mayor may agree to such changes, insertions or omissions as may be necessary to effect the purposes thereof, and the execution of the Agreement by the Mayor as hereby authorized shall be conclusive evidence of any such approval. Anything herein or in the Agreement notwithstanding, the Chief Financial Officer of the City is hereby authorized to execute the Agreement in the absence, unavailability, disability or illness of the Mayor.

Section 3. Execution of Construction Services Agreement. The negotiation, execution, delivery and performance of the Construction Services Agreement (or any similar agreement), in substantially the form attached hereto as Exhibit C, is hereby authorized and approved. The Construction Services Agreement shall be executed on behalf of the City by the Mayor and the seal thereof impressed thereon and attested by the City Clerk. The Mayor may agree to such changes, insertions or omissions to the Construction Services Agreement as may be necessary to effect the purposes of the Construction Services Agreement, and the execution of the Construction Services Agreement by the Mayor as hereby authorized shall be conclusive evidence

of such approval. Anything herein or in the Construction Services Agreement notwithstanding, the Chief Financial Officer of the City is hereby authorized to execute the Construction Services Agreement in the absence, unavailability, disability or illness of the Mayor.

Section 4. Further Authorization. From and after the execution and delivery of the Agreement, the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Agreement and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the Authority Agreement and the execution, delivery and performance of the Agreement and the Construction Services Agreement. All acts and doings of the officers, agents and employees of the City which are in conformity with the purposes and intents of this Resolution, the acquisition, design, construction, improvement and equipping of the Project, in furtherance of the Authority Agreement, and the execution, delivery and performance of the Agreement and the Construction Services Agreement shall be, and the same hereby are, in all respects, approved and confirmed. Notwithstanding anything in this Resolution to the contrary, the proper officers, agents and employees of the City are also authorized to change the dates of the documents and agreements herein authorized to any dates which conform to the consummation of the transactions contemplated in this Resolution.

Notwithstanding anything to the contrary stated herein, the Chief Financial Officer of the City is hereby authorized to sign any other documents or instruments required or necessary to effectuate the transactions contemplated by this Resolution.

Section 5. Annual Tax Levy. The City has covenanted in the Intergovernmental Agreement and hereby authorizes and agrees that it shall levy on all property, including real property, within the City subject to taxation for such purpose, such ad valorem taxes without limit as to rate or amount, as may be necessary to make the payments required under the Intergovernmental Agreement, provided the City's duty to levy such taxes shall abate to the extent that its revenues from other sources are used to make such payments provided for under the Intergovernmental Agreement. The Intergovernmental Agreement provides that the obligation of the City shall be absolute and unconditional and such payments shall not be abated or reduced for any reason whatsoever; **[and further provided that the total amount to be paid by the City as annual rental amounts in respect of the Project to the Authority shall not exceed \$\_\_\_\_\_ in any one year and such obligation shall expire on \_\_\_\_\_.]** The obligation of the City to pay the rental amounts provided for pursuant to the terms of the Intergovernmental Agreement shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation, subject to the limitations, if any, pursuant to the terms of the Intergovernmental Agreement

Section 6. Partial Invalidity. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof unless expressly so held, but this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein, and this Resolution shall be construed to adopt, but not to enlarge upon, all applicable provisions of Georgia law, and, if any provisions hereof conflict with

any applicable provision of such law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provision hereof in conflict therewith.

Section 7.     Repealer.   All resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed as and to the extent of any such conflict.

Section 8.     Effective Date.   This Resolution shall take effect immediately upon its adoption.



**EXHIBIT A**  
**FORM OF AUTHORITY RESOLUTION**

**EXHIBIT B**  
**FORM OF AGREEMENT**

**EXHIBIT C**  
**FORM OF CONSTRUCTION SERVICES AGREEMENT**



TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Originating Department: Mayor's Office

Committee(s) of Purview: Finance/ Executive Committee

Chief of Staff Deadline: February 27, 2008

Anticipated Committee Meeting Date(s): March 11-12, 2008

Anticipated Full Council Date: March 17, 2008

Legislative Counsel's Signature: *J. Bradburn*

Commissioner Signature: *G. Pridgeon*

Chief Procurement Officer Signature: \_\_\_\_\_

**CAPTION**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ATLANTA PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE PURPOSE OF LEASING THE PUBLIC SAFETY FACILITY ANNEX; AUTHORIZING THE NEGOTIATION, EXECUTION, DELIVERY AND PERFORMANCE OF A CONSTRUCTION SERVICES AGREEMENT OR SIMILAR AGREEMENT BETWEEN THE CITY AND THE AUTHORITY; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): \$

Mayor's Staff Only

Received by CPO: \_\_\_\_\_ Received by LC from CPO: \_\_\_\_\_

(date) (date)

Received by Mayor's Office: 2/29/08 *[Signature]* Reviewed by: *[Signature]*

(date) (date)

Submitted to Council: \_\_\_\_\_

(date)